

# Southern Pacific Transportation Company

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(415) 541-1000

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RECORDATION NO. 7320-B Filed 1425

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WRITER'S DIRECT DIAL NUMBER

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August 12, 1987

AUG 18 1987 - 3 40 PM  
INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Twelfth Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of  
September 1, 1973, among Southern Pacific  
Transportation Company, Metropolitan Life  
Insurance Company, as Assignee, and  
General Electric Company

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Ms. Noreta R. McGee  
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Assignment and Transfer of Certain Road Equipment  
dated as of June 15, 1987, among Southern Pacific  
Transportation Company, Vendee, Metropolitan Life  
Insurance Company, Assignee, and General Electric  
Company, Builder.

General Description of Equipment Covered by  
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
11	Diesel Locomotives; General Electric Company, builder; lettered SP and numbered 8786 - 8796.

When the recording of the First Supplemental Agreement  
and the Assignment and Transfer have been completed, will  
you kindly endorse, with the pertinent recording information,  
all executed counterparts thereof, and return the remainder  
of the same to the undersigned.

Very truly yours,

  
Lenora Young  
Legal Assistant

Enclosures

cc: Mr. E. L. Johnson  
(Attn: Mr. C. D. Tyler)

Ms. Noreta R. McGee  
Page Two  
August 12, 1987

Agreement of Conditional Sale dated as of September 1, 1973, between General Electric Company and Southern Pacific Transportation Company, recorded on January 24, 1974, at 2:45 PM, assigned Recordation No. 7320; and

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7320-A.

In connection with the recording of the enclosed First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 15, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of June 15, 1987, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by  
First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
10	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 3192, 4117, 4118, 4420-4423, 4425, 4426, and 4428 (GRIP Dates - December 1977, August 1977, December 1977, March 1977, March 1977, March 1977, May 1977, June 1977, June 1977, and July 1977, respectively.

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SOUTHERN PACIFIC TRANSPORTATION COMPANY

AGREEMENT OF CONDITIONAL SALE

DATED AS OF SEPTEMBER 1, 1973

RECORDATION NO.

730-C

Filed 1425

AUG 18 1987-3 40 PM

INTERSTATE COMMERCE COMMISSION

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ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 15, 1987

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METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

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ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,  
dated as of the fifteenth day of June, 1987, by METROPOLITAN  
LIFE INSURANCE COMPANY, a corporation duly organized and  
existing under the laws of the State of New York, Assignee  
under the Conditional Sale Agreement hereinafter mentioned  
(hereinafter called the "Assignee"), to SOUTHERN PACIFIC  
TRANSPORTATION COMPANY, a corporation duly organized and  
existing under the laws of the State of Delaware (hereinafter  
called the "Company").

WHEREAS, by a certain Agreement of Conditional Sale,  
bearing date as of September 1, 1973, by and between General  
Electric Company, a corporation organized and existing under  
the laws of the State of New York (hereinafter called the  
"Builder"), and the Company, pursuant to which Builder  
agreed to build, sell and deliver to the Company, and the  
Company agreed to purchase certain railroad equipment  
(hereinafter called the "Equipment"), consisting of diesel  
locomotives all as described in the Agreement of Conditional  
Sale (hereinafter called the "Conditional Sale Agreement");  
and

WHEREAS, the Builder thereafter assigned its rights  
under the Conditional Sale Agreement and its right, title  
and interest to the Equipment to the Assignee pursuant to an  
Agreement and Assignment dated as of September 1, 1973  
(hereinafter called the "Assignment"), between the Builder  
and the Assignee; and

WHEREAS, certain diesel locomotives comprising said Equipment (hereinafter called "Destroyed Equipment") have been destroyed by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Destroyed Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the First Supplemental Agreement dated as of June 15, 1987 ("First Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
11	Diesel Locomotives; General Electric Company, builder; lettered SP and numbered 8786 - 8796.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Destroyed Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Destroyed Equipment.

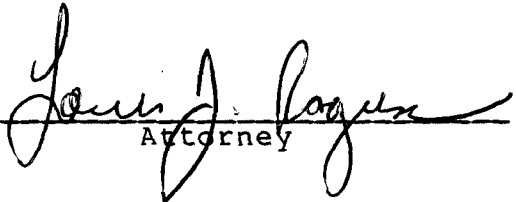
TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;


AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint LOUIS J. RAGUSA to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional Sale Agreement, with respect to the above-described Destroyed Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 30TH day of June, 1987.

METROPOLITAN LIFE INSURANCE COMPANY

By   
Attorney

By   
Assistant General Counsel

ATTEST:

  
Assistant Secretary



